

CITY OF MIDDLETOWN-PURCHASING OFFICE ROOM 112
MUNICIPAL BUILDING,
245 DEKOVEN DRIVE
MIDDLETOWN, CT 06457
(860) 638-4895



**MX-COUNTY COALITION
ON HOUSING + HOMELESSNESS**

CONTRACT DOCUMENTS FOR

RFP #2015-036

MARY SHEPHERD HOME:
PERMANENT SUPPORTIVE HOUSING, WITH A FOCUS ON VETERANS

CITY OF MIDDLETOWN &
MIDDLESEX COUNTY COALITION ON HOUSING AND HOMELESSNESS

Proposals due by: ~~Friday, January 22, 2016 by 3:00 pm~~
Monday, February 29, 2016 by 3:00 pm

QUESTIONS: TO BE SUBMITTED IN WRITING VIA EMAIL AT RFQ@AnEndInTen.org

CITY OF MIDDLETOWN

Donna L. Imme, CPPB
Supervisor of Purchases

Carl Erlacher
Director of Finance and Revenue Services

Brig Smith
General Counsel

MX-COUNTY COALITION

Bob Fusari and Kevin Wilhelm
Co-Chairs, Leadership Council

Howard Reid
Chair, Steering Committee

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**REQUEST FOR PROPOSALS
MIDDLETOWN, CONNECTICUT**

Sealed proposals, addressed to the Supervisor of Purchases, City of Middletown, Municipal Building, Room 112, 245 DeKoven Drive, Middletown, CT, shall be received until ~~Friday, January 22, 2016~~ **Monday, February, 29, 2016 at 3:00 p.m.** for the following service:

**RFP #2015-036
MARY SHEPHERD HOME:
PERMANENT SUPPORTIVE HOUSING, WITH A FOCUS ON VETERANS**

The City of Middletown (**City**) and the Middlesex County Coalition on Housing and Homelessness (**Coalition**) are requesting proposals for the redevelopment of the Mary Shepherd Home (**Facility**) on the Connecticut Valley Hospital (**CVH**) campus into permanent supportive housing, with a focus on veterans (the **Project**). The Facility is located at 112 Bow Lane on the CVH campus and had been serving up to 70 homeless adults as transitional SRO housing.

The Facility is owned by the State of Connecticut, which has been leasing the Facility to the City on a series of 5-year leases. The City, in turn, had been subleasing the facility to Mercy Housing and Shelter Corporation. Mercy recently opted out of the lease, which opens up the possibility of redeveloping the Facility into first-rate permanent supportive housing with a focus on veterans.

Connecticut Governor Dannel Malloy and United States Senator Richard Blumenthal have each emphasized the need to end homelessness and to support, especially, our homeless veterans, and Middletown Mayor Daniel T. Drew is working to meet these needs in the City through this project. The City anticipates working with the State to convey the facility to the City for transfer or lease to the successful developer. The goal is to convey the property through an outright transfer.

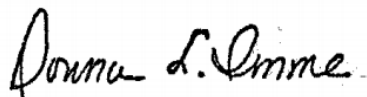
Proposal packages may be obtained at the City's Purchasing Department, Room 112, Municipal Building, 245 DeKoven Drive, Middletown, CT, Monday - Friday, between the hours of 8:30 a.m. and 4:30 p.m. for a fee of \$.50 per page. **It is preferred that they are downloaded free of charge on the City's web site: www.MiddletownCT.gov or from the Coalition's website at www.anendinten.org.** All questions concerning this RFP shall be directed in writing to the Coalition via email at RFQ@AnEndInTen.org. Copies of the plans for the Facility are available upon request and at cost.

A Pre-Bid Meeting has been scheduled for **Monday, December 21, 2015 at 1:00 p.m.** and will be held at the Facility at 112 Bow Lane on the CVH Campus in Middletown. Bidders are advised that attendance at the pre-bid conference is not mandatory but strongly recommended.

The City and Coalition reserve the right to waive any defect in any proposal and reserves the right to reject any or all proposals or any part thereof. Proposals, amendments to or withdrawals of proposals received after the time set for the receipt of proposals will not be considered.

All proposals are subject to and must comply with the equal opportunity and non-discriminatory provisions set forth in the Affirmative Action Plan of the City of Middletown.

Dated: **12/09/2015**
Middletown, Connecticut



Donna L. Imme, CPPB, Supervisor of Purchases

RFP #2015-036
MARY SHEPHERD HOME:
PERMANENT SUPPORTIVE HOUSING, WITH A FOCUS ON VETERANS

GENERAL INFORMATION/BACKGROUND

The City and the Coalition invite qualified development team applicants to apply and submit proposals for a plan to redevelop the Mary Shepard Home property, 112 Bow Lane in Middletown, into permanent supportive housing for formerly homeless individuals, including homeless veterans.

Qualified development team applicants are expected to procure the necessary financing to fully rehabilitate the property, oversee the rehabilitation of the property, and manage the property once the renovations are complete, to expand the supply of housing for low income persons who are, or would otherwise be, homeless. In addition, funding for services as well as evidence of operating feasibility while serving extremely low-income individuals must be demonstrated. A homeless person is defined as an un-domiciled person (whether alone or as a member of a family) who is unable to secure permanent and stable housing without special assistance.

The Coalition is a public benefit organization and was formed in 2008 to implement the Middlesex County Ten Year Plan to End Homelessness. Coalition members include representatives from local faith organizations, service providers, local government, businesses, private foundations, local hospitals and more. The Coalition is a fluid entity with new members joining and committees evolving to meet the changing needs of the community.

PROJECT DESCRIPTION / SCOPE OF SERVICES

1. **Permanent Supportive Housing**

The Project is a permanent supportive housing program. Supportive housing combines decent, safe, deeply affordable apartments with individualized health, support and employment services. The Project's focus is on residents who are at or below 30% of the area median income (**AMI**). Because it addresses the root causes of chronic, long-term homelessness, permanent supportive housing is a viable, cost-effective alternative to more expensive and less effective institutional settings.

Therefore, the availability of and access to various support services such as employment and training opportunities, parenting, counseling, independent living skills training, primary and mental health care, child care, and benefits advocacy are critical components of the project. The support services provided must be tailored and appropriate to the specific population to be served (e.g., safety planning for victims of domestic violence, substance abuse treatment for veterans, etc.). The services can be provided on- or off-site (or a combination of both), and either directly by the project sponsor or through partnerships with other community-based agencies (or a combination of both).

Project sponsors are required to clearly delineate what services will be offered, by whom, and how they will be financed. Applicants are strongly encouraged to network extensively with locally-based service providers in order to develop a comprehensive array of services to be made available to tenants.

2. **Community Notification and Local Support**

Applicants are strongly encouraged to begin working with the community as soon as possible to develop support for the Project. Not only can such support and involvement assist in the planning process, it can also enhance the successful operation of the project once it is occupied.

3. **Rent Levels**

Proposals must be affordable to the homeless population they intend to serve. For most projects, this means that applicants should plan to maintain rents at 30% of a tenant household's adjusted gross income.

It is the Coalition's experience that projects with diversified revenue streams are more financially stable over the longterm. For this reason, the Coalition encourages applicants to explore multiple funding streams. Examples include:

- A mix in the type of units (e.g., a portion of emergency units in a predominantly permanent project);
- Multiple populations (e.g., combining units to be supported with a rent subsidy, or with units supported by the shelter allowance and/or rents in a single project); and
- Mixed funding sources to support non-homeless units within the project, which could include low-income housing or market rate units.

The Coalition and the City reserve the right to review and approve mixed-use housing proposals, as long as they can be developed within Coalition timeframes, on a case-by-case basis.

4. **Tenant Income**

Units must be occupied by homeless, low-income households unless otherwise approved by the Coalition. A low-income household is defined as one having an income of 30% or less of AMI, although applicants may propose a portion of units to serve households with an income of 60% or less of AMI.

5. **Priorities and Standards**

Priority will be given to proposed development projects that will create permanent supportive housing units for veterans, especially those who are ineligible for VASH benefits or who are experiencing homelessness or who have been chronically homeless.

Other priorities include:

- a) Chronically homeless individuals;
- b) Other homeless, low-income populations, as approved by the Coalition.

SUBMISSION OF PROPOSAL

Application reviews and development team selection decisions will be made as soon as possible. The Coalition and the City will make final selections and will advise successful and unsuccessful applicants of their decisions.

Applications should not be submitted if the applicant is not ready to begin development activities. The selected applicant who receives notice of project award must be prepared to enter into contract negotiations immediately and begin development activities upon execution of the contract. The Coalition and the City reserve the right to rescind the award of any applicant that does not begin conducting development activities immediately following contract execution.

When the final applicant is selected or the Coalition and the City decide to suspend or terminate the acceptance of applications, a notice will be posted on the City's website at www.MiddletownCT.gov or the Coalition's website at www.anendinten.org.

1. Submittal Requirements

Applicants shall be required to submit one (1) original and five (5) hard copies, and one (1) electronic copy of the entire completed application to the Purchasing Department by the time and date specified. Note that electronic copies must be submitted with their bid submittal. Acceptable file types include PDF, Word (.doc, .docx), Excel (.xls, .xlsx), Adobe (.pdf), Joint Photographic Experts Group (.jpg), and Graphics Interchange Format (.gif), as appropriate to the format of the application and the supplementary information required. A table of contents listing all electronic files and clearly identifying the section of the application to which they pertain must be included. File names must begin with a reference to the section of the application to which they pertain. Electronic versions of the application that consist merely of a scanned version of the entire application will be deemed unresponsive to the RFP.

2. Submittal Deadline

Proposals will be received until ~~Friday, January 22, 2016~~, **Monday, February 29, 2016 at 3:00 p.m.** at which time they will be opened by a representative from the Purchasing Office and recorded as received.

3. Submittal Format

Submittals are to be in an 8½"x 11" format. 11" x 17" pages may be used if folded to accommodate the 8½"x 11" format. Each copy of the Submittal shall be bound.

Order of Submittal Contents: All submittals shall contain the contents described below, information to be complete and concise, in the order listed, and each section should clearly be tabbed for reference.

STATEMENT OF INTEREST:

A general statement expressing interest in the RFP and summarizing the key points of the Proposal is required. Discuss your ability to fulfill the project design and development objectives to meet the project timelines.

1. Framework for Project

Applicants are asked to propose the framework as it relates to all elements of the proposed development, including:

- a) Overview of vision for Project;
- b) Obligations of the Applicant;
- c) Obligations of the City, State, and Federal governments, if any;
- d) Financing;
- e) Equipment/infrastructure needs;
- f) Revenue and Expenditure estimates.

2. Schedule

Provide a schedule, defined by task and depicting key milestones, confirming when the Project might be completed.

3. Qualifications

a) Applicants

- i. Qualified applicants under this RFP should be experienced in the development of affordable housing.
- ii. Applicants must either be capable of providing permanent supportive housing services or of partnering with a Qualified Service Provider. In the case of a partnership, the service provider should be identified, be a part of the development team, and its qualifications documented.
- iii. The partnership should clearly delineate the respective roles and responsibilities of each party with regard to the proposed housing development and shall define strategies for coordinating activities of team members and must be submitted with the application.
- iv. Applicants: (a) cannot be, or have been at any previous time in the past twelve (12) months, in default on any obligation with the City, Connecticut Housing Finance Authority (**CHFA**) or the State; (b) must be in good standing, as applicable, with the City, CHFA, any State Agency, the U. S. Department of Housing and Urban Development (**HUD**) or any other Federal Agency.
- v. A demonstrated ability to successfully utilize funding from CHFA, the State Department of Housing (DOH), or other sources, including but not limited to Low-Income Housing Tax Credits (**LIHTCs**) and State Housing Tax Credits under the State Housing Tax Credit Contribution (**HTCC**) Program is preferred. The Corporation for Supportive Housing may provide pre-development funding for architectural, legal, environmental, and other services and capital related to the project up to \$500,000.

b) Qualified Service Providers

- i. To be recognized as a “Qualified Service Provider,” the service provider must be a provider of supportive housing or homeless services currently funded by DMHAS and in good standing. Where more than one agency is involved, there must be a single fiduciary for service funding that will assume primary responsibility for the success of the service plan.
- ii. Qualified Service Providers must be willing to participate in a structured evaluation process that will include tracking of client outcomes and documentation of units of service, costs per unit of service delivered, and costs of services delivered.
- iii. Outcomes to be tracked may be related to housing retention, use of inpatient health and behavioral health services, tenant income and employment, involvement with authorities, quality of life, independent living skills and tenant satisfaction.
- iv. Qualified Service Providers must agree to participate in a comprehensive quality assurance review process that will annually monitor and review program service delivery.

4. Personnel

Provide a complete list of key personnel and staffing requirements for design, management, and construction to be assigned to the Project. Include a project organization chart.

5. Past Projects

Provide details on past projects that are similar in nature and scope, calling attention to experience with complicated, long-term projects that required multi-discipline coordination and public outreach.

6. References

Provide a list of 3 relevant references, inclusive of name and phone number of individuals, the City and Coalition can contact for questions.

LITIGATION:

Provide a brief statement detailing if the applicant is currently in litigation or has been involved in litigation in the past five (5) years. This includes any development, financing, and service provider partners. If there is litigation history, please explain the circumstances and the outcome.

AFFIRMATIVE ACTION:

Provide an Affirmative Action Statement

NON-COLLUSIVE:

The Non-Collusive Statement provided shall be included and submitted with all bid proposal

METHOD OF SELECTION AND CRITERIA FOR AWARD

The following factors will be considered by the City of Middletown in evaluating the qualification packages submitted. The criteria used for the selection will include:

Qualifications and Experience 30 points

Demonstrated qualifications and experience with permanent supportive housing

Project Framework 30 points

Demonstrated fit between the application and the Project's scope and goals and its priority populations

Financial 25 points

Demonstrated financial capacity to complete Project

Timeline 10 points

Comprehensive, realistic, and efficient timeline for Project goals and deadlines

Overall Proposal Considerations 15 Points

The quality and insight of the framework presented in the proposal

100 Points Total

The City and Coalition may invite a short list of responding proposals for an interview based upon its review of submitted proposals, and may make final selections of an awarded Applicant from those interviews.

GENERAL TERMS AND CONDITIONS

Any prospective respondents must be willing to adhere to the following conditions and must positively state their compliance to them in the proposal document.

1. Acceptance or Rejection by the City and Coalition - The City and Coalition reserve the right to accept and or reject any or all proposals submitted for consideration or to negotiate separately in any manner necessary to serve the best interests of the City. Respondents whose proposals are not accepted shall be notified in writing.
2. Ownership of Proposals - All proposals submitted in response to this RFP are to be the sole property of the City and Coalition and subject to the provisions of Section 1-19 of the Connecticut General Statutes (re: Freedom of Information).
3. Ownership of Subsequent Products - Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be the sole property of the City and Coalition unless stated otherwise in the RFP or contract.
4. Timing and Sequence - Timing and sequence of events resulting from this RFP will ultimately be determined by the City and Coalition.
5. Oral Agreements - Any alleged oral agreement or arrangement made by a consultant with any agency or employee will be superseded by the written agreement.
6. Amending or Canceling Requests - The City and Coalition reserve the right to amend or cancel this RFP, prior to the due date and time.
7. Rejection for Default or Misrepresentation - The City and Coalition reserve the right to reject the proposal of any applicant who is in default of any prior contract or for misrepresentation, which will include all development, financing, and service provider partners of the applicant.
8. Clerical Errors in Awards - The City and Coalition reserve the right to correct inaccurate awards resulting from its clerical errors.
9. Rejection of Qualified Proposals - Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

10. Collusion - By responding, the applicant implicitly states that the proposal is not made in connection with any competing applicant submitting a separate response to the RFP, and is in all respect fair and without collusion or fraud. It is further implied that the applicant did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the City participated directly or indirectly in the applicant's proposal preparation. The respondent shall be required to complete and submit the Non-collusive Statement incorporated herein with their proposal.
11. Termination - If the applicant fails to fulfill its obligations under this Agreement violates any of the covenants, agreements, or stipulations of this Agreement, or if the City deems that the applicant's conduct could have a negative effect on the reputation of the City, the City shall have the right, in its sole discretion, to terminate this Agreement immediately. The City also shall have the right, in its sole discretion, to terminate this contract without cause by giving thirty (30) days written notice to Vendor of such termination specifying the date of such termination. Upon termination of the Agreement, the City shall have no obligation to pay Vendor for services not performed or goods not received.
12. Interpretations and Addenda - No oral interpretations shall be made to any bidder as to the meaning of any of the Contract Documents or to be effective to modify any of the provisions of the Contract Documents.

Every request for an interpretation shall be made in **writing**, addressed and forwarded to RFQ@AnEndInTen.org

To receive consideration, such questions shall be submitted in writing. **Deadline for submission of questions is Friday, January 7, 2016 by noon (EST).** If the question involves the equality or use of products or methods, it must be accompanied by drawings, specifications or other data in sufficient detail to determine the equality or suitability of the product or method.

The City and Coalition will arrange as Addenda, which shall become a part of the contract, all questions received as above provided and the decision regarding each. The addenda will be posted

to the City website at www.middlestownct.gov and at the Coalition's website at www.anendinten.org. Non-receipt of said Addenda shall not excuse compliance with said addenda. It is the applicant's responsibility to determine whether any addenda have been issued and if so whether he/she has received a copy of each. Nothing in this section shall prohibit the City and Coalition from posting Addenda to extend the deadline for the receipt of bids at any time and for any reason.

It is the responsibility of each applicant to visit the City's website at www.middlestownct.gov and the Coalition's website at www.anendinten.org to view additional information and/or acknowledge any addenda's issued prior to submitting a bid.

No alleged "verbal interpretation" shall be held valid. Any addenda issued during the bidding period shall supersede previous information.

13. Certificates of Insurance - The selected applicant shall be required to provide appropriate Certificates of Insurance as indicated in the Attachment "Insurance Requirements."

14. Withdrawal of Proposals - Negligence on the part of the applicant in preparing the proposal confers no right of withdrawal after the time fixed for the acceptance of the proposals.
15. Assigning, Transferring of Agreement - The successful applicant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement of its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City.
16. Cost of Preparing Proposal - The City and Coalition shall not be responsible for any expenses incurred by the organization in preparing and submitting a proposal. All proposals shall provide a straight-forward, concise delineation of the firm's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
17. Affirmative Action - Demonstration of commitment to Affirmative Action by full compliance with the regulations of the Commission of Human Rights and Opportunities (CHRO).

**REQUEST FOR PROPOSAL
RFP #2015-036
PROPOSAL PAGES**

Issued: 12/09/2015

Reply Date: ~~Friday, January 22, 2016~~ Monday, February 29, 2016 at 3:00 PM

To: Donna L. Imme, CPPB
Supervisor of Purchases
Room 112, Municipal Building
245 DeKoven Drive
Middletown, Connecticut 06457

We, the undersigned, submit our proposal in accordance with the Scope of Services outlined in this request and submit for your consideration the following:

RESPONDENT CHECKLIST

We have submitted the following for your review:

- | | |
|--|-------|
| 1. Statement of Interest; | _____ |
| 2. References; | _____ |
| 3. Litigation Statement; | _____ |
| 4. Affirmative Action Statement; | _____ |
| 5. Non-Collusive Statement; | _____ |
| 6. Submit a total of (6) six proposals, (1) one marked original and (5) copies | _____ |
| 7. Submit (1) one electronic version of proposal | _____ |

THE BID MUST BE SIGNED BY THE BIDDER TO BE ACCEPTED

COMPANY NAME

SIGNATURE AND TITLE

PLEASE NOTE: All of the information below is REQUIRED. Please do not leave any information blank.

Date: _____

Corporation Name (if applicable)

Company Name

Mailing Address:

Payment Address (If different from mailing addr.):

Address

Address

City, State and Zip

City, State and Zip

FEIN NUMBER: _____ -- _____

Type of Organization: _____ **Individual / Sole Proprietor**
(Please Check One)

_____ **Limited Liability Company / Partnership**

_____ **Corporation**

Contact Information

Contact Name: _____ **Title:** _____

Additional Contact: _____ **Title:** _____

Phone Number: _____ **Fax:** _____

Email Address: _____

Website: _____

SIGN HERE: I hereby certify that the above information is correct.

Print or Type Name & Title

Signature

Date

WITH EACH PROPOSAL, THE BIDDER SHALL SUBMIT A SIGNED NON-COLLUSIVE STATEMENT ON THE FORM ENCLOSED HERE-IN.

CITY OF MIDDLETOWN

NON-COLLUSIVE BID STATEMENT

All bidders are required to sign a Non-Collusive Statement with all public bids as follows:

1. The bid has been arrived at by the bidder, independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the Invitation to Bid, designed to limit independent bidding or competition and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any person prior to the official opening of the bid.

Date _____

Signed

Company

Address

Telephone Number

ARTICLE I--EQUAL OPPORTUNITY IN EMPLOYMENT.

26-1 Contract Provisions Required

Every contract made by or on behalf of the City of Middletown for the construction, lease, alteration or repair of any public building or public work, or for the purchase, manufacture, sale or distribution of materials, equipment or supplies shall contain provisions providing for equal opportunity in employment.

26-2 Enforcement Officer

The Human Relations Director, who is the City's Affirmative Action Officer, shall have the authority to enforce this ordinance.

26-3 Provisions to be Included

- A. Every contract for the construction, alteration or repair of any public building or public work shall contain the following provisions approved by the Human Relations Director:

The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex (including pregnancy), transgender status, gender identity or expression, intellectual disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, political belief, Vietnam Era Veteran status, union membership, genetic history, criminal record (unless the provisions of Section 46a-60, 46a-80(b) or 46a-81 of the Connecticut General Statutes are controlling or there is a bona fide occupational qualification excluding persons in one of the protected groups) present or past history of mental or physical disability, or sexual orientation in any manner prohibited by the laws of the United States or of the State of Connecticut or the City of Middletown. The contractor also agrees to provide the Affirmative Action Officer of the City of Middletown with such information that may be requested concerning the employment practices and procedures of the contractor as related to the provisions of this section.

- B. The aforesaid provision shall include, but not be limited to, the following: advertising, recruitment, layoff, termination, rates of pay or other forms of compensation, conditions or privileges of employment selection for apprenticeship, selection or retention of subcontractors, or in the procurement of materials, equipment or services.

26.4 Notices to be posted on project site.

The contractor shall hereinafter post on the project site, in conspicuous places available for employees and applicants for employment, notices setting forth its non-discrimination requirements.

26.5 Subcontractors and Suppliers

In all pre-contractual contracts between contractor and any subcontractor or supplier either for work to be performed under a subcontract or for the procurement of materials, equipment or services, each subcontractor or supplier shall be notified in writing by the contractor of the contractor's obligations under this contract relative to non-discrimination and each subcontractor or supplier, by his contracting agent, shall agree to and be bound by the terms of this Contract.

26.6 Effect on other laws

Nothing contained herein is intended to relieve any contractor from compliance with all applicable federal, state and municipal legislation or provision concerning equal employment opportunity, affirmative action, non-discrimination and related subjects during the term of its contract on this project.

(4/7/80; 3/8/93, 11/1/02, 2/3/03, 6/3/13)

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APPENDIX B - INSURANCE REQUIREMENTS

**BID #2015-036
MARY SHEPHERD HOME
PERMANENT SUPPORTIVE HOUSING, WITH A FOCUS ON VETERANS**

A. GENERAL REQUIREMENTS:

The **VENDOR** shall be responsible for maintaining insurance coverage in force for the life of this contract of the kinds and adequate amounts to secure all of the **VENDOR'S** obligations under this contract with an insurance company(ies) with an AM Best Rating of A- VIII or better licensed to write such insurance in the State of Connecticut.

The insurer shall provide the City of Middletown with original completed **Certificates of Insurance signed by an authorized representative of the insurance company(ies)** prior to purchase order/contract issuance. The **VENDOR** also agrees to provide replacement and/or renewal certificates at least thirty (30) days prior to the expiration of each policy.

Such insurance or renewals or replacements thereof shall remain in force during the **VENDOR'S** responsibility under this contract.

The **VENDOR**, at their own cost and expense, shall procure and maintain all insurances required and shall name the City of Middletown as Additional Insured on all contracts, except Workers' Compensation and Professional Errors & Omissions coverage. Coverage is to be provided on a primary, noncontributory basis. All insurances required shall evidence a waiver of subrogation in favor on the City of Middletown. Upon request, the **VENDOR** shall provide a copy of the policy endorsement confirming the additional insured status of all parties required to be named in accordance with the terms of this contract.

In order to facilitate this requirement for insurance, it is recommended that the VENDOR forward a copy of these requirements to their insurance representative(s).

B. SPECIFIC REQUIREMENTS:

(1) Workers' Compensation Insurance -

The **VENDOR** shall provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease, Policy Limit
\$500,000 Disease, Each Employee

If the **VENDOR** does not have any employees and therefore is not required by law to carry this coverage, the City, in lieu of said coverage, will require the **VENDOR** to execute the City's Indemnification & Subrogation Agreement Form made available by the City's Risk Manager.

(2) Commercial General Liability Insurance -

The **VENDOR** shall carry Commercial General Liability insurance (Insurance Services Offices Incorporated Form CG-0001 or equivalent). A per occurrence limit of \$1,000,000 is required. The Aggregate Limit will be not less than \$2,000,000. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

(3) **Business Automobile Liability Insurance -**

The **VENDOR** shall carry Business Automobile Liability insurance (Insurance Services Office Incorporated Form CA-00001 or equivalent). A combined single limit each accident of \$1,000,000 is required. "Any Auto" (symbol 1 or equivalent) is required. Any deviations from the standard unendorsed form will be noted on the Certificate of Insurance.

In the case whereby the **VENDOR** utilizes a Common Carrier to furnish the products purchased under this contract, this coverage would not be required.

C. SUBCONTRACTOR REQUIREMENTS:

The **VENDOR** shall require the same insurance that it is required to carry by the City of Middletown to be carried by any subcontractors and independent contractors hired by the **VENDOR** and to obtain **Certificates of Insurance** before subcontractors and independent contractors are permitted to begin work.

The **VENDOR** shall require that the City of Middletown be named as Additional Insured on all subcontractors and independent contractors insurance before permitted to begin work. Coverage is to be provided on a primary, noncontributory basis.

The **VENDOR** and all subcontractors and independent contractors and their insurers shall waive all rights of subrogation against the City of Middletown and its officers, agents, servants and employees for losses arising from work performed by each on this contract.

D. OTHER

- If any policy is written on a "claims-made" basis, the policy must be continually renewed for a minimum of two (2) years from the completion date of the work/service performed under this contract. If the policy is replaced and/or the retroactive date is changed, then the expiring policy must be endorsed to extend the reporting period for claims for the policy in effect during the contract for two (2) years from the completion date.
- The City reserves the right to amend amounts of coverage required and types of coverage provided based on work or service to be performed.

**INSURANCE LANGUAGE
APPROVED AS TO FORM:**

**Nancy Conaway-Raczka
RISK MANAGER**

**December 4, 2015
DATE**

Bid Return Label

Always use Mailing Label below on all packages when submitting bids to the City of Middletown Purchasing Office for clear identification of your bid response.

Official Documents Enclosed:

**RFP #2015-036 – MARY SHEPHERD HOME: PERMANENT SUPPORTIVE HOUSING
WITH A FOCUS ON VETERANS**

Return Date: MONDAY, FEBRUARY 29, 2016 at 3:00 pm

**City of Middletown Purchasing Department
Municipal Building Room 112
245 DeKoven Drive
Middletown, CT 06457**

